

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

| CLAUSE NUMBER | DATE | TITLE |
|------------------|------|-------|
|------------------|------|-------|

| | | |
|-------------|----------|--|
| 1852.223-71 | DEC 1988 | FREQUENCY AUTHORIZATION |
| 1852.227-70 | MAY 2002 | NEW TECHNOLOGY |
| 1852.227-72 | JUL 1997 | DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE |
| | Insert: | HA/Technology Transfer & Commercialization Office NASA, Johnson Space Center Houston, TX 77058 |
| 1852.227-86 | DEC 1987 | COMMERCIAL COMPUTER SOFTWARE-LICENSING |
| 1852.242-71 | DEC 1988 | TRAVEL OUTSIDE OF THE UNITED STATES |
| 1852.242-73 | JUL 2000 | NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING |
| 1852.245-70 | NOV 2004 | CONTRACTOR REQUESTS FOR GOVERNMENT- OWNED EQUIPMENT |

(End of Clause)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be prepared in accordance with paragraph (c) of this clause and submitted to:

LF321/Accounts Payable Group
NASA Johnson Space Center
Houston, TX 77058-3696

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as follows:

(i) Copy 1 - NASA Contracting Officer

- (ii) Copy 2 - DCAA Auditor
 - (iii) Copy 3 - Contractor
 - (iv) Copy 4 - Contract Administration Office, if delegated
 - (v) Copy 5 - GRC Project Manager
- (c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph(b), the contractor shall prepare and submit vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the cognizant DCAA office
 - (2) Five copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addressees:
 - (i) Copy 1 - NASA Contracting Officer
 - (ii) Copy 2 - DCAA Auditor
 - (iii) Copy 3 - Contractor
 - (iv) Copy 4 - Contract Administration Office, if delegated
 - (v) Copy 5 - GRC Project Manager
 - (3) The Contracting Officer may designate other recipients as required.
 - (d) Public vouchers for payment of fee shall be prepared similarly to the procedure in paragraph (c) of this clause, and be forwarded to:

LF321/Accounts Payable Group
 NASA Johnson Space Center
 Houston, TX 77058-3696

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (f) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (g) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY 1852.245-71 (NOV 2004) ALTERNATE I (NOV 2004)

- (a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

Property Custodian Responsibilities: Reference NPG 4200.2

Chapter 2: Responsibilities

Section 2.3. Property Custodians

Section 2.4. Full Time Property Custodians

Paragraphs 2.4.1 and 2.4.2

Chapter 4: Operational Procedures

Section 4.2. Identification of Equipment

Paragraphs 4.2.8, 4.2.9, 4.2.10

Section 4.3. Standard NEMS Reports for Property Custodians.

Paragraphs 4.3.1 through 4.3.4.5

Section 4.4. Inventory Procedures.

Paragraphs 4.4.1 through 4.4.5

Chapter 5: (Entire Content)

User Responsibilities: Reference Document (NPG 4200.2)

Chapter 2.

2.7. Responsibility of the Individual. The contractor shall ensure that each employee is responsible for Government property as follows: "An employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes." Additional responsibilities include the following:

2.7.1. Reporting any missing or un-tagged (meeting the criteria for control) equipment, transfer, location change, or user change of equipment to the property custodian immediately.

2.7.2. Notifying the property custodian, supervisor, and the Center security officer immediately if theft of Government property is suspected.

2.7.3. Ensuring that equipment is used only in pursuit of approved NASA programs and projects.

2.7.4. Notifying the property custodian of equipment not actively being used for determination of proper disposition.

2.7.5. Ensuring that equipment is returned through the property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

2.7.6. Assigned users retain all responsibilities including notifying property custodians of all activity associated with the user's assigned equipment.

2.8. The contractor must ensure that all onsite contractor employees notify the contracting officer, property custodian, and SEMO upon termination of employment.

Chapter 4.

4.2.11. The user will assist the custodian in completing NF 1618 and sign in the designated block.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding

employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b) (1) The official accountable recordkeeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor shall not utilize the installation's central receiving facility for receipt of Contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area:

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of Clause)

G.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (NFS 1852.245-73) (OCT 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b) (1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted to the following address:

LF63/Property Accounting
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractor's procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with (b)(1) through (3) of this clause.

(End of Clause)

G.6 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J-4, of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this

contract at locations listed in Section C, Statement of Work, of this contract and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

(End of Clause)

**G.7 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(NFS 1852.245-77) (JULY 1997) JSC VERSION (APR 2003)**

In accordance with the clause 1852.245-71, Installation - Accountable Government Property the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General - and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available is listed in Attachment J-4. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) If the contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (c) Publications and blank forms stocked by the installation.
- (d) Safety and fire protection for Contractor personnel and facilities.
- (e) Installation service facilities:
 - (1) Audiovisual: Presentation services, sound services, Release Print Film Library, Film Repository, and loan of audiovisual equipment.
 - (2) Automatic Data Processing (ADP) Services (onsite only): Generally, this includes access to large general-purpose computer systems, workstations, and the accessing media; i.e., terminals, printers, data communications, and consultation and training in the use of said systems. Unless otherwise specified in the contract, this does not include providing computer systems or ADP services for the Contractor business management, accounting, and administrative functions.
 - (3) Transportation: Shuttle bus service for Contractor employees within the parameters provided for Government employees.
 - (4) Disposal Services: Disposal services for excess onsite and offsite Contractor-held/Government-owned property.

- (5) Fabrication Services: Fabrication services such as machining, sheet metal and welding, electronics, metal finishing, model and plastics, and precision cleaning.
- (6) Photography, Processing, and Closed-Circuit Television: For technical and scientific photography, photographic processing, photographic sciences, and closed-circuit television.
- (7) Pickup and Delivery of Official Mail: Within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.
- (f) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during onsite duty.
- (g) Cafeteria privileges for Contractor employees during normal operating hours.
- (h) Building maintenance for facilities occupied by Contractor personnel.
- (i) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided onsite, as approved by the Contracting Officer.
- (j) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation- Accountable Government Property.

(End of Clause)

G.8 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-91) (MAR 2002)

- (a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided.
- (b) All visit/badge requests for persons described in (a) above must be entered in the NASA Request for Request (RFR) and Foreign National Management System (NFNMS) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until a completed RFR has been approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office.

(c) The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other center to be visited.

(End of Clause)

G.9 USE OF JSC CALIBRATION LABORATORY (JSC 52.204-92) (OCT 1997)

The contractor shall utilize the services of the JSC Calibration Laboratory to the maximum extent practicable for calibration of all instruments (Government property or contractor property) utilized under this contract, the total cost for maintenance of which would otherwise be a direct charge to the Government. The procedures for obtaining calibration of instruments are described in JSC Procedures and Guidelines 5151.2 - "JSC Support Contractor Procedures and Guidelines."

(End of Clause)

G.10 JSC HAZARDOUS MATERIALS USE (JSC 52.223-92) (DEC 1999)

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supercede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 CFR 1010.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 CFR 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 CFR 302.4, without regard for quantity.

(4) Any radioisotope material or device that produces ionizing radiation.

- (5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)
- (6) Any explosive or any pyrotechnics.
- (7) Any pesticide.
- (c) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.
- (d) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.
- (e) The contractor shall notify the JSC Occupational Health and Human Test Support Office (SD3) prior to any initial use or different application of these materials.
- (f) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.
- (g) The contractor shall insert the substance of this clause, including this Paragraph F with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.
- (h) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of Clause)

G.11 UNDERSTANDING WITH RESPECT TO COST VARIATIONS (JSC 52.232-93) (MAR 1989)

The estimated cost of this contract is based on cost estimates for a number of cost elements (e.g. direct labor, overhead, materials, travel). One or more of these estimates was made by the Government and provided to the contractor in the solicitation leading to this contract. The parties recognize that the contractor's obligation to perform tasks within the scope of the Statement of Work could result in actual contractor expenditures which are greater or less than the Government's estimates provided to the contractor for the related cost element. Should such be the case, the parties agree that there will be no adjustment to the fee provided for in this contract, nor to any other terms and conditions hereof, except the contract estimated cost, should that become necessary. Any such adjustment in estimated cost will be subject to the terms of the "Limitation of Cost" or "Limitation of Funds" clause hereof, whichever is applicable.

(End of Clause)

G.12 IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (MAR 2002)

At all times while on Government property, the contractor, subcontractors, their employees and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee badges will only be issued 7:30am to 4:00pm, Monday through Thursday, and 7:30am to 12:00pm on Friday. JSC visitor badges will be issued 6:00am to 10:00pm, 7 days a week. WSTF employee badges will only be issued between the hours of 8:00am and 2:00pm, Monday through Friday. WSTF visitor badges will be issued on a 7-day a week, 24-hour a day

basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging and Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of Clause)

G.13 REPAIR OF GOVERNMENT PROPERTY (JSC 52.245-91) (JUN 1986)

When removal of Government-owned property from its place of use for repair is necessary, the contractor must prepare a JSC Form 1318 prior to removing the equipment. The form and instructions regarding its use are available from the Equipment Management Section, Building 419, Room 146, phone number 483-6524. The repaired Government property is to be returned to the location from which it was removed unless otherwise directed by the Government.

(End of Clause)

G.14 HUMAN RESEARCH POLICY AND PROCEDURES

The contractor shall follow the human research policy and procedures defined in NPD 7100.8 — Protection of Human Research Subjects. The contractor shall furnish to the contracting officer, upon request, copies of protocols and contractor documents showing contractor CPHS approval of such protocols.

(End of Clause)

G.15 AWARD-TERM – TERMS AND CONDITIONS

In order to motivate excellent performance by the contractor, an Award-Term Incentive plan has been included in this contract. This plan will enable the contractor to earn additional period(s) of performance in compensation for achieving desired objectives at a high level of performance.

(a) Period of Performance - The basic three-year contract term may be extended on the basis of the Government's determination of the excellence of the contractor's performance, resulting in a contract period of performance lasting up to a maximum of ten years. These seven, one-year additional periods of performance, which are referred to herein as "Award-Terms," are available for possible award to the contractor. As Award-Term(s) are awarded, each year of performance will be added to the end of the period of performance at the time of the Award-Term determination. The contract may end at the basic three-year period of performance if the Government determines that the contractor's performance does not reflect a level of performance as described in the Performance Evaluation and Award-Term Plan (Attachment J-2).

(b) Award-Term Evaluation Factors - Award-Term evaluation factors are objective technical criteria that are defined in the Performance Evaluation and Award-Term Plan. Any changes, deletions, or additions to the evaluation factors for a specific period may

be made unilaterally by the Government and will be provided in writing to the contractor prior to the start of the Award-Term period.

The contractor's performance to the defined Award-Term evaluation factors for the period will be the basis for the Government's determination of the contractor's performance for awarding an additional Award-Term, if any. Award-Term evaluation factors defined for a period are contingent upon the contractor meeting the cost gate as outlined in the Award-Term Plan.

(c) Cost Gate - The cost gate is a target that the contractor must meet before an additional term may be awarded. The cost gate is based on the negotiated cost baseline, as modified through contract changes, if any. The contractor must meet or under-run cost for the period before an award-term determination can take place. Calculation of the contractor's score to the cost gate is further detailed in the Award-Term Plan.

(d) Award-Term Determinations - The Government will determine the contractor's adjective rating for the award-term period based on the contractor's performance against the Award-Term evaluation factors. At the end of each six-month Award-Term evaluation, the Performance Evaluation Board (PEB) will make a recommendation to the Award Determination Official (ADO). The ADO will make the final Award-Term Determination in accordance with the Performance Evaluation and Award-Term Plan.

The contractor will be awarded Award-Term period of contract performance only if the following conditions are met:

- (1) The Contractor has met the cost gate;
- (2) The Government determines that the Contractor meets the performance criteria;
- (3) The Government has a continuing need for the requirement to be met;
- (4) Funds are available.

The Government may cancel any award-term period by notifying the Contractor in writing within 60 days prior to the beginning of the award-term period if any of the conditions listed above are not met.

(e) Declining Earned Award-Term - Should the Contractor choose to decline an award-term period, notification shall be given to the Contracting Officer in writing no less than 18 months prior to the end of the contract's period of performance, specified in Clause F.4. The Contractor shall continue to perform to the required standards of the contract during this 18-month period.

(f) Contract Termination - The Government may terminate the contract for convenience or default in accordance with FAR 52.249-6, Termination (Cost Reimbursement), clause included in Section I, and nothing herein shall be considered in derogation of the Government's rights under that, or any other clause of this contract.

(End of Clause)

G.16 REPAIR OR REPLACEMENT OF INSTALLATION AND CONTRACTOR ACCOUNTABLE GOVERNMENT SUPPLIED PROPERTY

The Contractor is responsible for paying the initial costs up to \$10,000 per occurrence for repair, maintenance, or replacement of installation accountable government property, unless covered by other JSC service agreements (e.g. GSA maintenance on ambulances, ODIN serviced computers, etc).

Contractor accountable government furnished property shall be repaired, maintained, and/or replaced by the contractor, as required, to ensure 100% availability to perform its intended function.

(End of Clause)

[END OF SECTION]